



CONTRACT FOR LIVE-IN ADVISER OF PHI DELTA THETA FRATERNITY

This employment agreement ("Agreement") is made as of the _____ day of _____, 20____ between the chapter of Phi Delta Theta and Mr. _____ ("Mr. _____").

I. EMPLOYMENT

A. EMPLOYMENT TERMS: Phi Delta Theta agrees to employ Mr. _____, and Mr. _____ agrees to be so employed by Phi Delta Theta for an employment term commencing on the _____ day of _____, 20 ____, and continuing until the day of _____, 20 ____, unless (i) earlier terminated in accordance with the provisions of paragraph III hereof, or (ii) extended upon written agreement of both parties.

B. DUTIES: Mr. _____ shall serve as the live-in adviser for the _____ Chapter of Phi Delta Theta Fraternity at the _____, at the City of _____ in the State of _____, which is located at _____. A comprehensive list of Mr. _____'s duties is attached to this Agreement as Exhibit A, and is incorporated into this Agreement by reference. It is expressly agreed that this is a part-time position and Mr. _____ can perform his duties in substantially less time than forty (40) hours per week. Mr. _____ is not authorized to incur any costs, expense, or liabilities in excess of \$ _____ (put in amount) on behalf of Phi Delta Theta, without prior consent of Phi Delta Theta's president or treasurer.

C. WORKING HOURS: Both parties agree that the enumerated responsibilities and duties will be given an average of twelve (12) hours per week. It is expected that Mr. _____'s duties for a given week will not exceed twenty (20) hours per week, including specific work hours, or on call hours, and any other hours spent in carrying out duties and responsibilities.

II. COMPENSATION

- A. MONTHLY STIPEND:** As the employee of Phi Delta Theta, Mr. _____ will receive a monthly stipend of \$ _____ and will be paid once a month. Withholding taxes for taxing authorities and Social Security shall be withheld from the monthly payments.
- B. ROOM:** Through the duration of this Agreement, Mr. _____ will be permitted to reside in the room provided by Phi Delta Theta without payment of any rent, utility expenses, except for phone bills, which shall be the responsibility of Mr. _____, free of charge.
- C. BONUS:** Phi Delta Theta may, from time to time, and in its sole discretions award Mr. _____ a bonus based upon such factors as it determines to be relevant.
- D. BENEFITS:** Phi Delta Theta will provide renter's insurance to protect the belongings of Mr. _____ at the property.
- E. REIMBURSEMENTS:** Mr. _____ will be reimbursed for Fraternity-related costs and expenses such as postage, purchases of supplies, and so forth in an amount not to exceed \$ _____ for the term of this contract.
- F. MOVING EXPENSES:** Phi Delta Theta will pay Mr. _____ a one-time amount of \$ _____ for moving expenses.

III. INSURANCE

Phi Delta Theta agrees to provide insurance for Mr. _____ for any claims of negligence in connection with his performance of his duties as long as his performance is compatible with the rules, regulations and policies of Phi Delta Theta.

IV. TERMINATION

Employment of Mr. _____ by Phi Delta Theta is completely *at will* and may be terminated without cause and for any reason by either party, except that Mr. _____ must provide at least fourteen (14) days in advance written notice to Phi Delta Theta. All compensation paid to Mr. _____ shall cease fourteen (14) days after the date of termination of this Agreement. The death or disability of Mr. _____ may also terminate this Agreement.

V. USE OF PROPERTY

Mr. _____ acknowledges by his signature below that if this Agreement is terminated, his right of access to Phi Delta Theta's property ends upon the date of said termination.

Mr. _____ agrees to vacate the property within fourteen (14) days of the termination of this Agreement.

VI. ARBITRATION

Any controversy or claim which may arise under, or out of, in connection, or relating to this Agreement or any breach thereof, shall be settled by final and binding arbitration in the City of _____, the State of _____ in accordance with the existing rules for the resolution of employment disputes of the American Arbitration Association.

VII. MISCELLANEOUS PROVISIONS

A. NOTICE: All notices, requests, demands, and other communications provided for in this Agreement shall be in writing and shall be deemed to have been properly given if mailed at any US Post Office enclosed in a certified, postage-paid envelope, or personally delivered to the address of each party specified below:

Notice to Phi Delta Theta: _____

Notice to Mr. _____

B. WAIVER: Failure of either party to insist on any one or more incidences upon performance of any of the terms or conditions of this Agreement shall not be a waiver of future performance of any such terms, covenant, or condition, but the obligations of either party shall continue in full force and effect.

C. ENTIRE AGREEMENT: This Agreement supersedes all previous agreements between Mr. _____ and Phi Delta Theta and contains the entire understanding and Agreement between the parties with regard to the subject matter hereof and cannot be amended, modified or supplemented in any respect, except by a subsequent written agreement signed by both parties.

D. CHOICE OF LAW: This Agreement shall be governed by the law of the State of _____, and any court actions pertaining to this contract shall be subject to the jurisdiction of the court system of the State of _____. The existence of this provision does not in any way alter the Agreement of the parties to resolve all disputes by means of binding arbitration as set forth in paragraph VI above.

E. SEVERABILITY: In the event that one or more clauses of this Agreement are found to be unenforceable, illegal, or contrary to public policy by a court of competent jurisdiction, the contract shall remain in full force and effect, except for the unenforceable or illegal provisions.

In witness thereof, the undersigned have executed this Agreement as of the day and year first written above.

Phi Delta Theta (*the name of the entity actually making the contract, be it the house corporation or the chapter*).

By: _____

Title: _____

Name of Live-in House Director: _____